

**STATEWIDE COMPETITIVE CONTRACT
AWARD**

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING**



NUMBER : 406714
BUYER : MARIE RUSSELL
BUYER PHONE : (225)342-8016
T-NUMBER : 91432
DATE ISSUED : 08/24/06
VENDOR NUMBER : 470959411 00
VENDOR PHONE : (763)588-3877-0000
REQ AGENCY : 107001

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1291269
FISCAL YEAR : 07
EFFECTIVE DATE : 09/01/06
EXPIRATION DATE : 08/31/07

**STEC-STEADFAST TECHNICS
3751 MAJOR AVE N
ROBBINSDALE, MN 55422**

**PLAIN (UNPRINTED) ENVELOPES
WHITE WOVE - PLAIN AND WINDOW**

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL:

Marie Russell
STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

Denise Lea
DENISE LEA
DIRECTOR OF PURCHASING

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 406714 T-NUMBER : 91432	VENDOR: STEC-STEADFAST TECHNICS	PAGE 2

- 1 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

- 2 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

- 3 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

- 4 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

- 5 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

- 6 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDED, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.

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7 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

8 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

9 CONTRACT PERFORMANCE EVALUATION
IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

10 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

11 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

12 SUCCESSFUL VENDOR IS TO KEEP A RECORD OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, THE VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT.

THE USAGE REPORT IS TO INCLUDE THE VENDOR'S NAME, PHONE AND FAX NUMBERS, THE PERSONS WHO COMPILED THE REPORT AND A SUMMARY "BY LINE ITEM" INDICATING QUANTITY PURCHASED.

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 310-30-002850 ENVELOPES, PLAIN,#6-3/4(3-5/8" X 6-1/2") 24# WHITE WOVE, NO WINDOW 500/BOX	1	M	\$ 14.50000	
00002	COMMODITY CODE: 310-30-002854 ENVELOPES, PLAIN,#9 (3 7/8" X 8 7/8") 24# WHITE WOVE, NO WINDOW 500/BOX	1	M	\$ 11.69000	
00003	COMMODITY CODE: 310-30-002858 ENVELOPES, PLAIN,#9 (3 7/8" X 8 7/8") 24# WHITE WOVE, W/STANDARD WINDOW 500/BOX	1	M	\$ 18.63000	
00004	COMMODITY CODE: 310-30-002841 ENVELOPES, PLAIN,#10 (4 1/8" X 9 1/2") 24# WHITE WOVE, NO WINDOW 500/BOX	1	M	\$ 11.69000	
00005	COMMODITY CODE: 310-30-002846 ENVELOPES, PLAIN,#10 (4 1/8" X 9 1/2") 24# WHITE WOVE W/STANDARD WINDOW 500/BOX	1	M	\$ 13.14000	

PLAIN (UNPRINTED) ENVELOPES
SPECIAL CONDITIONS

1. RELEASE ORDERS: All administrative boards, commissions, departments, agencies, institutions, and offices within the Executive Branch of State Government shall issue contract release orders for all items available through this contract. **The Contractor is not authorized to produce a job without first having obtained a written order from the State Agency.**
2. DELIVERY: Contractor will maintain an adequate supply of all items in order to meet specified delivery. All shipments shall be F.O.B. destination (inside delivery). All cost of transportation and inside delivery within any office or building as specified is included. The contractor shall ship by any reasonable method to insure prompt delivery at destinations.

A normal delivery is 10 days ARO. Should an agency required expedited shipment, whether on an order entered initially as a normal delivery, or whether above and beyond the delivery required to be provided by the contractor on a rush order, they will provide written authorization for the expedited delivery, and the contractor shall be responsible for the freight cost only to the extent of standard truck rates, and may be reimbursed for any amount exceeding this. Express charges shall be prepaid and the excess amount (exceeding standard truck rates) added to the invoice. This charge must be substantiated with a copy of the shipper's invoice and freight bill and an estimate of standard truck rates for the items shipped.

The contractor agrees to complete delivery the goods as specified promptly, satisfactorily and without unnecessary delay. The Director of State Purchasing reserves the right to determine what is an unnecessary delay and/or unsatisfactory goods. After fully hearing the reasons for delay in doing the work, the Director of State Purchasing may fix a definite date by which same must be completed and delivered. If goods are not satisfactorily delivered within the specified time, the Director of State Purchasing reserves the right to have items purchased elsewhere charging the contractor and excessive cost above contract pricing. Should it become necessary to purchase a contract item from another source other legal actions may occur and/or immediate cancellation of the contract could result.

3. SUBLETTING CONTRACT: The Contractor shall be held responsible for the work of any sub-contractor (s) and shall see that the work is done without unnecessary delay in a good workmanlike manner, and that all unnecessary priority over other work is given.

The Contractor shall not be relieved of any obligation to the State of Louisiana by any subletting of a contract in whole or in part to another.

4. QUALITY OF WORKMANSHIP AND STOCK: Representative of the State shall have access to the Contractor's plant at any time during working hours to inspect work in process. However, such inspection shall not relieve the Contractor from any responsibility under this agreement for material or workmanship found defective after delivery.

PLAIN (UNPRINTED) ENVELOPES
SPECIAL CONDITIONS

The State Director of Purchasing may require a status report at any time of work in progress and orders on hand.

All articles furnished and work done must be of a first class quality. The use of inferior quality or mis-matched paper stock, a lesser grade of paper than that ordered, or any other discrepancies will be sufficient cause for the rejection of the work and for refusal of payment thereof.

The Contractor must at all times be able to furnish within a reasonable period of time those supplies named in the specifications unless a substitute is approved by State Purchasing. If any different kind is substituted, the quality shall be equal and the prices shall not exceed that named for similar articles in the specifications.

Substitutions made without the approval of the State Director of Purchasing will be grounds for non-payment for that particular job.

5. **PRICES:** Prices will be calculated at the rate bid per lot.

In no case will a contractor be allowed to charge for more than the exact amount of any article ordered without the consent of the Office of State Purchasing except that under ordinary conditions an overrun or an underrun may be approved.

Substitutes used without the consent of the Director of State Purchasing will not be approved for payment.

6. **INVOICES:** Invoices will be submitted by the contractor to the using agency, and invoice shall refer to the delivery ticket number, delivery date, purchase release order number, quantity, unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.

Each invoice shall be accompanied by a copy of the Printing Contract Order Form submitted by the agency, and the contractor's billing worksheet showing the various components of the job and their respective charges, and showing the calculations done to arrive at the total amount of the invoice.

7. **PAYMENT:** State agencies are directed to pay contractor upon presentation of properly executed invoice after goods have been received, inspected and accepted. The user agency will be required to pay the amount of the invoice within thirty (30) days after its receipt. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to contractor, provided proper invoices have been furnished and approved, although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order.

PLAIN (UNPRINTED) ENVELOPES
SPECIAL CONDITIONS

8. CANCELLATION OF CONTRACT FOR CONVENIENCE: The Division of Administration reserves the right to cancel the contract with contractor upon thirty (30) days written notice.
9. RESERVATIONS: The right shall be reserved by the Director of State Purchasing for all state departments, boards, and commissions, and any other state agency to which this contract applies to use state facilities for printing and similar work rather than purchasing under contract.
10. NON-EXCLUSIVITY CLAUSE: This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar services from other sources.
11. USAGE: Vendor is to keep a record of all orders issued against this contract during the contract period. Approximately four (4) months prior to the end of the contract period, vendor is to be prepared to submit to the Office of State Purchasing a contract usage report including a summary by line item with quantity purchased and total value of each line item. Vendor may submit a computer generated report.
12. AUDITING: The Division of Administration, State Purchasing Office reserves the right to audit jobs produced under this contract. If required, at least once a month, the contractor, shall provide two (2) copies of the agency's written authorization form, billing worksheet, invoice and complete samples of the job to be audited. Contractor shall therefore be required to retain all information, including samples pertaining to each job produced within the most recent, previous 12-month period. Failure to provide the requested material may be grounds for cancellation of the contract. Detailed instructions will be given to successful vendor.

SPECIFICATIONS
PLAIN (UNPRINTED) ENVELOPES, WHITE WOVE

Scope:

This contract is for furnishing unprinted white wove in styles, sizes, and weights as specified on each item.

The price per thousand for each item is to include the envelopes, standard packaging and shipping to one location.

Substance of all envelopes provided under this contract is to be 24 lb. white wove (no window or standard window). Window envelopes are to have clear poly covering, ("E-Z scan" or equivalent).

White Wove Envelopes (Lines 00001 – 00005)

Commercial Style, 24 lb. white wove, die-cut diagonal seam.

Envelopes must be inner boxed, 500 per box. Bulk packaging is not acceptable. Each box must be labeled with manufacturer's name, envelope size, substance weight and quantity.

For all items: Inner boxes are to be placed in outer shipping cartons for minimum test weight of 200 lbs. The outer carton to be labeled with manufacturer's name, envelope size, substance weight and carton quantity.

State Manufacturer of envelopes bid: Western States Envelopes

State standard packaging (if different than above) 500/Box

Minimum order requirements (if applicable) 2 Boxes